

**INTERGOVERNMENTAL AGREEMENT 031216**  
**BETWEEN**  
**THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)**  
**AND**  
**GILA COUNTY**  
**SALE OF A MODULAR UNIT**

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. § 15-1402.01, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

**RECITALS**

**WHEREAS**, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. § 11-951, et seq., A.R.S. § 11-254.04, A.R.S. § 11-952(9), A.R.S. § 15-1444; and,

**WHEREAS**, the County possesses a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, which the County no longer has any need for; and

**WHEREAS**, the College desires to purchase the 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, from the County for One Dollar and no cents (\$1.00); and

**WHEREAS**, the College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

**WHEREAS**, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

**WHEREAS**, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities; and

**WHEREAS**, the Gila County Board of Supervisors has determined that the College's use of the 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, would help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

## SCOPE

It is the intent of the County pursuant to A.R.S. § 11-251(9) to authorize by unanimous vote of the board of supervisors, the sale to the College, of a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, for the purchase price of One Dollar and no cents (\$1.00), to help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Gila County agrees to sell a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, to the College for One Dollar and no cents (\$1.00) such other valuable consideration.
2. The College agrees to accept a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, **AS IS**, and acknowledges that the County makes no warranties with respect to the fitness of the 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291.
3. The College agrees that its sole remedy in any action regarding this intergovernmental agreement is the return of its purchase price. In any action regarding this agreement, each party shall bear its own attorney's fees and costs.
4. This Intergovernmental Agreement shall last until the 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291 is transferred to the College, but the provisions of the agreement shall survive and govern any dispute between the parties.
5. Each party shall establish and maintain a budget to comply with its obligations under this agreement.
6. The parties to this Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this agreement.
7. This IGA may be terminated in accordance with the provisions of A.R.S. § 38-511.

8. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College  
8274 Six Shooter Canyon Road  
Globe, Arizona 85501  
or  
P.O. Box 2656  
Globe, Arizona 85502

Gila County  
Procurement Group  
1400 East Ash Street  
Globe, Arizona 85501

9. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.
10. Legal Arizona Workers Act Compliance: The County and the College hereby warrant that each will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. § 23-214(A) (together with the "State and Federal Immigration Laws"). The County and the College each shall further ensure that each subcontractor who performs any work for either under this contract likewise complies with the State and Federal Immigration Laws.

The County and the College shall each have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the County's or College's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County or College, as the case may be, shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The County and the College shall advise each subcontractor of the County's and College's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that the County or College, as the case may be, may inspect the Subcontractor's books and records to insure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

11. Notice of Dual Representation: The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this IGA this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GILA COMMUNITY COLLEGE**

By: Jay Spehar  
Title: Jay Spehar,  
President, Governing Board  
Date: 3/24/2016

**GILA COUNTY**

By: \_\_\_\_\_  
Title: Michael A. Pastor,  
Chairman, Board of Supervisors  
Date: \_\_\_\_\_

**ATTEST**

By: B. Stephen Cullen  
Title: B. Stephen Cullen,  
Sr. Dean, Gila Community College District

**ATTEST**

By: \_\_\_\_\_  
Title: Marian Sheppard,  
Clerk of the Board of Supervisors

**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

Pursuant to A.R.S. § 11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Bradley D. Beauchamp, Gila County Attorney

By: \_\_\_\_\_  
Title: Jefferson R. Dalton,  
Deputy Gila County Attorney  
Civil Bureau Chief

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Pursuant to A.R.S. § 11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Bradley D. Beauchamp, Gila County Attorney

By: \_\_\_\_\_  
Title: Jefferson R. Dalton,  
Deputy Gila County Attorney  
Civil Bureau Chief